

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
VITAG CORPORATION	08/19/2013

RECEIVING PARTY DATA

Name:	VITAG INVESTMENT HOLDINGS LLC
Street Address:	600 TRAVIS STREET
Internal Address:	C/O DENHAM CAPITAL MANAGEMENT LP
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77002

PROPERTY NUMBERS Total: 17

Property Type	Number
Application Number:	11359751
Application Number:	13349967
Application Number:	13912873
Application Number:	11371238
Application Number:	12705794
Application Number:	13472828
Application Number:	13812892
Application Number:	10738983
Application Number:	11521604
Application Number:	12705813
Application Number:	13103637
Application Number:	13472843
Application Number:	13104127
Application Number:	12033809

OP \$680.00 11359751

Application Number:	12981933
Application Number:	13432709
Application Number:	61291205

CORRESPONDENCE DATA

Fax Number: 7147558290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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ATTORNEY DOCKET NUMBER:	039722-0032
NAME OF SUBMITTER:	KRISTIN J AZCONA
Signature:	/kja/
Date:	08/21/2013

Total Attachments: 4
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Patent Security Agreement*") dated August 19, 2013, is made by the Persons listed on the signature pages hereof (collectively, the "*Pledgors*") in favor of VitAG Investment Holdings LLC (the "*Lender*").

WHEREAS, VitAg, LLC (the "*Borrower*"), a Massachusetts limited liability company, and the Lender have entered into the Secured Promissory Note, dated as of the date hereof (as it may be amended, restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "*Note*"). Terms defined in the Note and not otherwise defined herein are used herein as defined in the Note.

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Note, each Pledgor has executed and delivered that certain Pledge and Security Agreement, dated August 19, 2013, made by the Pledgors to the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Pledgors have granted to the Lender, a security interest in, among other property, certain intellectual property of the Pledgors, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor agrees as follows:

Grant of Security. Each Pledgor hereby grants to the Lender a security interest in all of such Pledgor's right, title and interest in and to the following (the "*Collateral*"):

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (iv), the security interest created hereby shall not extend to, and the term "Collateral," shall not include, any Excluded Property (as defined in the Security Agreement).

Security for Obligations. The grant of a security interest in, the Collateral by each Pledgor under this Patent Security Agreement secures the payment of all Secured Obligations (as defined in the Security Agreement) of such Pledgor now or hereafter existing under or in respect of Note, Security Agreement or Guaranty (as such documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Patent Security Agreement secures, as to each Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed by such Pledgor to the Lender under the Note or Guaranty but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Pledgor.

Recordation. Each Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

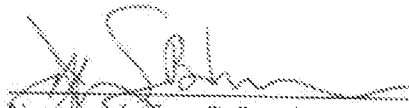
Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

VITAG CORPORATION

By 
Name: Jeffrey C. Burnham
Title: President and CEO

[Signature Page to Patent Security Agreement]

PATENT
REEL: 031059 FRAME: 0578

Schedule A

<i>PLEDGOR</i>	<i>TITLE</i>	<i>PATENT NO. AND DATE</i>	<i>APP. NO.</i>
VITAG CORPORATION	Manufacturing of Bioorganic-Augmented High Nitrogen-Containing Inorganic Fertilizer	8,105,413 issued 31 Jan 2012	11/359,751
VITAG CORPORATION	Manufacturing of Bioorganic-Augmented High Nitrogen-Containing Inorganic Fertilizer	8,470,065 issued 25 Jun 2013	13/349,967
VITAG CORPORATION	Manufacturing of Bioorganic-Augmented High Nitrogen-Containing Inorganic Fertilizer		13/912,873
VITAG CORPORATION	Processes to Beneficiate Heat-Dried Biosolid Pellets	7,662,205 issued 16 Feb 2010	11/371,238
VITAG CORPORATION	Processes to Beneficiate Heat-Dried Biosolid Pellets	8,192,519 issued 05 June 2012	12/705,794
VITAG CORPORATION	Processes to Beneficiate Heat-Dried Biosolid Pellets	8,491,693 issued 23 Jul 2013	13/472,828
VITAG CORPORATION	Processes to Beneficiate Heat-Dried Biosolid Pellets		13/912,892
VITAG CORPORATION	Methods to Control the Chemical Self-Heating of Organic-Containing Materials.	7,513,927 issued 07 April 2009	10/738,983
VITAG CORPORATION	Organic Containing Sludge to Fertilizer Alkaline Conversion Process	7,662,206 issued 16 Feb 2010	11/521,604
VITAG CORPORATION	Organic Containing Sludge to Fertilizer Alkaline Conversion Process	7,947,105 issued 24 May 2011	12/705,813
VITAG CORPORATION	Organic Containing Sludge to Fertilizer Alkaline Conversion Process	8,202,342 Issued 19 June 2012	13/103,637
VITAG CORPORATION	Organic Containing Sludge to Fertilizer Alkaline Conversion Process		13/472,843
VITAG CORPORATION	Process for Treating Sludge and Manufacturing Bioorganically-Augmented High Nitrogen-Containing Inorganic Fertilizer	7,947,104 issued 24 May 2011	12/033,809
VITAG CORPORATION	Process for Treating Sludge and Manufacturing Bioorganically-Augmented High Nitrogen-Containing Inorganic Fertilizer		13/104,127 12/033,809
VITAG CORPORATION	Bioorganically-Augmented High-Value Fertilizer		12/981,933
VITAG CORPORATION	High Value Enhanced-Organic-Enhanced Inorganic Fertilizer		13/432,709
VITAG CORPORATION	High Value Organically-Enhanced Inorganic Fertilizers		61/291,205